

Goa, 29th August, 1968 (Bhadra 7, 1890)

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# GOVERNMENT GAZETTE

## BOLETIM OFICIAL

### GOVERNMENT OF GOA, DAMAN AND DIU

Special Department

Notification

OSD/RRVS/33/66

In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with the Government of India, Ministry of External Affairs letter No. F.7(11)/62-Goa dated the 25th July, 1963, the Administrator of Goa, Daman and Diu is pleased to make the following amendment to the Government of Goa, Daman and Diu (Class IV posts) Recruitment Rules, 1966 issued under Notification dated 6th May, 1966 and published in Government Gazette, Series I, No. 6, dated 12th May, 1966.

#### AMENDMENT

In the Schedule attached to the said Notification, Against the posts at Serial Nos. 4 and 5 for the existing entry in column 7 substitute:

“Essential: — (1) Intermediate from any recognised University or equivalent.  
(2) VII year of Lyceum.  
(3) Knowledge of local language.

G. K. Bhanot  
Chief Secretary

Panaji, 14th August, 1968.  
23rd Sravana, 1890.

Notification

OSD/RRVS/25/66

In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with the Government of India, Ministry of External Affairs

letter No. F.7(11)/62-Goa dated the 25th July, 1963, the Administrator of Goa, Daman and Diu is pleased to make the following amendment to the Government of Goa, Daman and Diu (Class IV posts) Recruitment Rules, 1966 issued under Notification dated 6th May, 1966 and published in Government Gazette, Series I, No. 6, dated 12th May, 1966.

#### AMENDMENT

In the Schedule attached to the said Notification,

(i) for the existing entry in column 6 against the posts at serial No. 1 substitute:  
“18 — 30 years”  
(ii) for the existing entry in column 6 against the posts at serial No. 2 substitute:  
“18 — 25 years”

G. K. Bhanot  
Chief Secretary

Panaji, 16th August, 1968.  
25th Sravana, 1890.

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Home Department 'A'

#### Notification

HD-25-134/67-A

In exercise of the powers conferred by section 68 of the Motor Vehicles Act, 1939 (4 of 1939) and all other powers hereunto enabling him in that behalf the Lt. Governor of Goa, Daman and Diu hereby makes the following rules so as to amend the Goa, Daman and Diu Tourist Motor Vehicles Rules 1967, namely: —

1) Short title and commencement  
(1) These rules may be called the Goa, Daman and Diu Tourist Vehicles (First amendment) Rules, 1968.  
(2) They shall come into force at once.

2) Insertion of Rule 11 in the Goa, Daman and Diu Tourist Vehicles Rules 1967

The following rule shall be inserted immediately after Rule 10 of the Goa, Daman and Diu Tourist Vehicles Rules, 1967 —

«Rule 11. Rates of fares for tourist vehicles — The fares chargeable by tourist vehicles, permits of which are endorsed for all India operation shall be as mentioned below: —

i) Large size Tourist car (22 H.P. and above)

Rs. 1.25 per mile for roads in the plains  
Rs. 0.25 per mile extra for air-conditioned cars if the air condition unit is made to work.

Rs. 1.50 per mile for roads in the Ghats and/or hills.

ii) Medium size tourist car (above 14 H.P. but less than 22 H.P.)

Rs. 0.75 per mile for roads in the plains and Re. 1.00 per mile for roads in the ghats and/or hills».

By order and in the name of the Lieutenant Governor of Goa, Daman and Diu.

S. B. Deshpande, Under Secretary, Home Department.

Panaji, 20th August, 1968.

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Finance (Expenditure) Department

Directorate of Accounts

Notification

DA/Admn/87

Subject: — Incentive to clerical staff to get trained in accounts work—Rules for conducting the qualifying tests for accounts clerks.

In accordance with the decisions contained in Government Circulars No. F.4/18-2/66 dated

30-9-1966 and No. Fin(Control)/18-2/66/Vol.2044 dated 30-6-1967, the Administrator of Goa, Daman and Diu is pleased to make following Rules for conducting the qualifying tests for Accounts Clerks for the purpose of giving them incentive to get trained in accounts work.

Section I — Procedure

a) All Upper Division Clerks in the grade Rs. 130-5-160-8-200-EB-8-256-EB-8-280-10-300, who are exclusively engaged in accounts work and designated as Accounts Clerks are eligible to appear for this qualifying test. The test will ordinarily be held once every year in the month of May. The syllabus for the test is given in Section II.

b) Temporary/Officiating clerks who have rendered at least one year's service continuous or otherwise as Accounts Clerks as on 1st May are eligible to appear for the test. They will be allowed three chances in all to pass the examination. This condition will not be relaxed under any circumstances. Failure to appear for any examination under whatever circumstances will be considered as one chance, and will count against the total number of three chances admissible.

c) Candidates will be declared to have passed if they obtain 40% in each of the papers. A candidate who fails to pass the examination but obtains in any paper 50% of the marks will be exempted from appearing again in that subject at a further examination.

d) The officials who pass the examination will be eligible to two advance increments. The monetary benefit of these advance increments will accrue from the date following the last date of the Examination in which the official has appeared and been declared successful and will also be subject to the condition that the pay drawn in the scale of Rs. 130-300 plus the advance increments do not exceed the maximum of the time scale i.e. Rs. 300-00.

e) The result will be declared by the Director of Accounts and results so declared shall be final. No request for reconsideration will be entertained.

f) Candidates found taking recourse to any unfair means in the examination hall are liable to expulsion at the discretion of the Presiding Officer. Such officials may, if the Director of Accounts, so decides be permanently debarred from appearing for the examination.

Section II — Syllabus for Accounts Clerks Examination

Paper I

(Part I)

Precis & Draft including grammar.

Time	Maximum	Remarks
3 Hrs.	60	The object of the paper is to test the capacity of the candidate for expression of views in simple and correct English.
	40	

(Part II)

Office Procedure.

Paper II

Part I Precheck.

Part II Accounts.

Part III Service Rules.

3 Hrs.	35	All the papers will comprise questions of straight forward nature meant for testing the basic knowledge of the candidate in each subject and having a bearing on the procedure to be followed in the Union Territory of Goa, Daman and Diu.
	35	
	30	

**Books Prescribed:**

1. P.A.O. Manual.
2. a) Account Code Volume I (including list of Major and Minor Heads).
- b) Account Code Volume IV, Chapter 19 (Transfer Entries).
3. a) F.Rs  
Rules 9, 22, 22-C, 26, 30, 31.
- b) S.Rs  
Rules 2, 17, 34, 36, 40, 46, 48B, 48C, 49, 51, 116, 192, 193 and 195.
- c) Revised Leave Rules.

*K. M. Moorjani*, Director of Accounts.

Panaji, 20th August, 1968.  
29 Sravana, Saka 1890.

Legislative Assembly of Goa, Daman and Diu

Legislature Department

LA/2715/68

The following Act passed by the Legislative Assembly of Goa, Daman and Diu received the Assent of the President of India on the 9th August 1968, and is hereby published for general information.

**The Goa, Daman and Diu Entertainment Tax (Amendment) Act, 1968**

(Act No. 10 of 1968) [9th August 1968]

An Act to amend the Goa, Daman and Diu Entertainment Tax Act, 1964.

Be it enacted by the Legislative Assembly of Goa, Daman and Diu in the Nineteenth Year of the Republic of India as follows:—

*Short title and commencement.*

1. (1) This Act may be called the Goa, Daman and Diu Entertainment Tax (Amendment) Act, 1968.

(2) It shall come into force on such date as the Government may, by notification in the Official Gazette, appoint.

*Amendment of Section 2.*

2. In Section 2 of the Goa, Daman and Diu Entertainment Tax Act, 1964 (hereinafter referred to as the principal Act), after clause (h), the following clause shall be added, namely:—

“(i) “tax” or “entertainment tax” means the tax leviable under section 3”;

*Amendment of Section 3.*

3. In Section 3 of the principal Act,—

(1) for sub-section (1) the following sub-section shall be substituted, namely:—

“(1)(a) There shall be levied and paid to the Government on all payments for admission to any entertainment not being a game or sport or a thea-

trical performance, a tax at the following rates, namely:—

(i) on payments for admission not exceeding 50 paise	Nil
(ii) on payments for admission exceeding 50 paise but not exceeding Rs. 1.50	25% of the total amount paid.
(iii) on payments for admission exceeding Rs. 1.50	30% of the total amount paid.

(b) Where the entertainment is provided by a game or sport or a theatrical performance, tax shall be levied and paid as aforesaid at the following rates, namely:—

(i) on payments for admission not exceeding 50 paise	Nil
(ii) on payments for admission exceeding 50 paise but not exceeding Rs. 1.50	10% of the total amount paid.
(iii) on payments for admission exceeding Rs. 1.50	15% of the total amount paid”.

Provided that no tax shall be levied under this clause on a theatrical performance which is a drama”;

(2) in sub-section (2), for the words “naya paisa” the word “paisa” and for the words “half-a-naya paisa” wherever they occur, the words “half-a-paisa” shall be substituted.

*Insertion of new Section 3A.*

4. After section 3 of the principal Act, the following section shall be inserted, namely:—

“3A. Commissioner to decide whether an entertainment is a game or sport or a theatrical performance other than a drama.

(1) If any question arises whether an entertainment is a game or sport or a theatrical performance other than a drama, the Commissioner shall decide the question after making inquiry in the manner prescribed.

(2) Any person aggrieved by the decision of the Commissioner may prefer an appeal to the Govern-

ment within such time and in such manner and on payment of such fee as may be prescribed and the decision of the Government on such appeal shall be final".

*Amendment of Section 5.*

5. In sub-section (1) of Section 5 of the principal Act, —

- (i) in clause (b) the word "or" occurring at the end shall be omitted; and
- (ii) clause (c) shall be omitted.

*Amendment of Section 14.*

6. In section 14 of the principal Act, —

- (i) in sub-section (1), after the words "Official Gazette", the words "and subject to the condition of previous publication" shall be inserted; and
- (ii) for sub-section (4), the following sub-section shall be substituted, namely: —

"(4) Every rule made under this Act shall, as soon as may be after it is made, be laid on the table of the Legislative Assembly and if before the expiry of the session in which it is so laid or the session immediately following, the Assembly makes any modification in the rule or decides that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so however that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule".

Secretariat,

R. L. SEGEL

Panaji, Secretary to the Legislative Assembly  
of Goa, Daman and Diu  
20th August, 1968.

LA/2717/68

The following Act passed by the Legislative Assembly of Goa, Daman and Diu received the Assent of the President of India on the 9th August 1968 and is hereby published for general information.

**The Daman (Abolition of Proprietorship of Villages) Regulation (Amendment) Act, 1968**

(Act No. II of 1968) [9th August, 1968]

An Act to amend the Daman (Abolition of Proprietorship of Villages) Regulation, 1962.

Be it enacted by the Legislative Assembly of Goa, Daman and Diu in the Nineteenth Year of the Republic of India as follows: —

1. **Short title and commencement.** — (1) This Act may be called the Daman (Abolition of Proprietorship of Villages) Regulation (Amendment) Act, 1968.

(2) It shall come into force at once.

2. **Amendment of section 2.** — In section 2 of the Daman (Abolition of Proprietorship of Villages) Re-

gulation, 1962 (hereinafter referred to as the Regulation), —

(a) after clause (a), the following clause shall be inserted, namely: —

'(aa) "agricultural labourer" means a person whose principal means of livelihood is manual labour on land;';

(b) for clause (g), the following clause shall be, and shall be deemed always to have been, substituted, namely: —

'(g) "land" means land held or let either for purposes of agriculture or for purposes ancillary thereto, including waste land, forest land, land for pasture or sites of buildings and other structures occupied by cultivators of land, agricultural labourers and village artisans and includes —

(i) benefits to arise out of such land, and

(ii) things attached to such land or permanently fixed to anything attached to such land;';

(c) after clause (g), the following clause shall be inserted, namely: —

'(gg) "landless person" means a person who does not hold any land for purposes of agriculture and earns his livelihood, principally by manual labour on agricultural land, and intends to take to the profession of agriculture;';

(d) after clause (i), the following clause shall be, and shall be deemed always to have been, inserted, namely: —

'(j) "village" includes a hamlet, a Pada or a part or a block of the village by whatever name called, whether separated from it or not.'.

3. **Amendment of section 6.** — In sub-section (1) of section 6 of the Regulation, —

(a) in the proviso, for the words "one-third", at both the places where they occur, the words "one-twentieth" shall be, and shall be deemed always to have been, substituted;

(b) after the proviso, the following further proviso and Explanation shall be, and shall be deemed always to have been, inserted, namely: —

"Provided further that the amount of land revenue payable under the preceding proviso shall in no case exceed rupees twentyfive per hectare in the case of jirait land, rupees fifty per hectare in the case of paddy land and rupees seventyfive per hectare in the case of garden land.

**Explanation.** — For the purpose of this section, —

(i) "paddy land" means land used for the cultivation of paddy;

(ii) "garden land" means land irrigated by a well, tank, canal, river, nala or any other source of water and used for the cultivation of fruits including coconuts, arecanuts or vegetables;

(iii) "jirait land" means land other than a paddy or a garden land."

**4. Amendment of section 8.** — In section 8, in sub-section (1), after the word and figures "December, 1961", the words "but excluding pasture or grass lands" shall be, and shall always be deemed to have been, inserted.

**5. Insertion of new sections 8-A, 8-B and 8-C.** — After section 8 of the Regulation, the following sections shall be inserted, namely: —

**"8-A. Eviction of occupants of land in certain cases.** — (1) If at any time after the commencement of the Regulation any person who has become an occupant of land under section 8 fails to cultivate such land personally, he shall, unless the Collector condones such failure for sufficient reasons, be evicted from the land which he has failed to cultivate personally, and the land shall be resumed to Government without payment of any compensation.

(2) The provisions of sub-section (1) shall apply to the heirs and successors-in-title of the person referred to in sub-section (1).

**8-B. Restrictions on sale, etc., of land by occupants.** — No sale (including sales in execution of a decree of a Civil Court or for recovery of arrears of land revenue), gift, exchange or lease or assignment or mortgage of any land in respect of which any person has become an occupant under section 8 shall be made, except with the previous permission in writing of the Collector, who may grant such permission in such circumstances and subject to such conditions as may be prescribed.

**8-C. Forfeiture of land transferred in contravention of section 8-B.** — (1) Where in respect of the transfer of any land the Mamlatdar *suo motu*, or on the application of any person interested in such land, has reason to believe that such transfer is in contravention of section 8-B, he shall issue notice to the transferor and the transferee to show cause why the transfer should not be declared to be in contravention of section 8-B, and shall hold an inquiry and decide whether the transfer is in contravention of section 8-B.

(2) If after holding such inquiry the Mamlatdar declares the transfer to be in contravention of section 8-B, the land in respect of which such contravention has taken place shall be deemed to be forfeited to Government without payment of any compensation."

**6. Insertion of new sections 12-A, 12-B, 12-C, 12-D, 12-E and 12-F.** — After section 12 of the Regulation, the following sections shall be inserted, namely: —

**"12-A. Mamlatdar to decide certain matters arising under the Regulation.** — For the purpose of the Regulation, the following shall be the duties and functions to be performed by the Mamlatdar, namely: —

- (a) to decide whether a person is a proprietor;
- (b) to decide whether a person is an agricultural labourer;
- (c) to decide whether a person is a cultivating tenant;

(d) to decide whether a person is a landless person;

(e) to decide the amount of rent recoverable from the proprietor under section 3;

(f) to decide the homesteads, buildings and structures together with land appurtenant thereto and the lands under personal cultivation which the proprietor is entitled to retain under section 4;

(g) to determine the land in respect of which occupancy rights are conferred under section 8 and the person on whom they are conferred;

(h) to take measures for restoration of land to the cultivating tenant under section 7 and to recover compensation from the proprietor payable by him under sub-section (3) of section 7; and

(i) to decide such other matters as may be referred to him by or under the Regulation.

**12-B. Application for conducting inquiries, etc.** — Except as expressly provided by or under the Regulation, all inquiries and other proceedings before the Mamlatdar shall be commenced by an application which shall contain the following particulars, namely: —

(a) the name, age, profession and place of residence of the applicant and the opponent;

(b) a short description of the matter about which dispute has taken place, or the amount of claim, as the case may be;

(c) the circumstances out of which the cause of action arose;

(d) a list of the applicant's documents, if any, and of his witnesses, and whether such witnesses are to be summoned to attend or whether the applicant will produce them on the day of hearing; and

(e) such other particulars as may be prescribed.

**12-C. Powers of Mamlatdar.** — (1) In all inquiries and proceedings under the Regulation, the Mamlatdar shall exercise the same powers as the Mamlatdar under the Goa, Daman and Diu Mamlatdar's Court Act, 1966 (hereinafter referred to as the "said Act") and shall, except as provided in sub-section (3) of section 7 and section 8-C, follow the provisions of the said Act.

(2) In regard to any matter for which no provision exists in the said Act, the Mamlatdar shall follow the procedure as may be prescribed by the Government.

(3) Every decision of the Mamlatdar shall be recorded in the form of an order and shall state the reasons for such decision.

(4) An appeal against any order of the Mamlatdar shall be filed within thirty days from the date of that order to the Collector.

(5) The decision of the Mamlatdar, when no appeal is filed, and the decision of the Collector, when appeal is filed, shall, subject to revision to be made to the Administrative Tribunal constituted under the Goa, Daman and Diu Administrative Tribunal Act, 1965, within a period of ninety days from the date of the decision of the Collector, be final.

**12-D. Revisionary powers of Collector.** — When no appeal has been filed within the period provided for

it, the Collector may, *suo motu* or on a reference made by the Government, at any time call for the record of any inquiry or the proceeding of the Mamlatdar for the purpose of satisfying himself as to the legality or propriety of any order passed by, and as to the regularity of the proceeding of, such Mamlatdar and pass such order thereon as he deems fit:

Provided that no such record shall be called for after the expiry of one year from the date of such order and no order of such Mamlatdar shall be modified, annulled or reversed, unless opportunity has been given to the interested parties to appear and be heard.

**12-E. Fees.** — Notwithstanding anything contained in the Court Fees Act, 1870, every application or appeal made under the Regulation shall bear court fee stamp of sixty-five paise if made to the Mamlatdar and of two rupees if made to the Collector or the Administrative Tribunal.

**12-F. Bar of jurisdiction of Civil Court.** — (1) No Civil Court shall have jurisdiction to settle, decide or deal with any question which is by or under the Regulation required to be settled, decided or dealt with by the Mamlatdar or the Collector.

(2) No order of the Mamlatdar or the Collector made under the Regulation shall be questioned in any Civil or Criminal Court.”.

Secretariat,

R. L. SEGEL

Panaji,

Secretary to the Legislative Assembly  
of Goa, Daman and Diu.

20th August, 1968.

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### Development Department 'B'

#### Notification

HS-12-2/68

The Low income Group Housing Scheme Rules, framed by the Government of India, for the Union Territories as revised upto 1st April 1968, are hereby reproduced in the Government Gazette for information of the public.

By order and in the name of the Administrator of Goa, Daman and Diu.

R. K. Gupta, Deputy Secretary (Planning).

Panaji, 1st August, 1968.

#### Rules regulating the grant of loans under the Low Income Group Housing Schemes in the Union Territories

1. Aid under the schemes is envisaged primarily for the purpose of housing persons whose annual income does not exceed Rs. 7,200/- and who do not already own a house. The Government, however, may advance a loan to an individual already owning a house, provided the additional house is needed for his own *bonafide* residential purpose. No loan is, however, admissible for undertaking repairs or additions or alterations to an existing house.

2. Loans under the scheme will be advanced to the following categories of persons/institutions on the conditions prescribed for each category: —

(1) *For building and owning their houses.*

Individuals with an annual income not exceeding Rs. 7,200/- and Cooperative Housing Societies, if the income of each individual members thereof does not exceed Rs. 7,200/- per year. The societies having a few members with annual income exceeding Rs. 7,200/- will also be eligible provided the loan-assistance under the scheme is given in proportion to, and only for, those members whose annual income does not exceed Rs. 7,200/-. Joint loans will not be advanced to a group of individuals (other than cooperative society) shall not be advanced more than a single loan, even on their joint and several responsibility.

(2) *For construction of houses which may be sold (either outright or on hire-purchase basis) or let out by them on a no-profit-no-loss basis to their own employees eligible as per paragraph 1 above benefits of the scheme.*

(a) Cooperative Tenancy Societies, working on the principle of collective ownership, rather than of individual ownership.

(b) Public institutions run on a no-profit no-loss basis.

(c) Non-Government but recognised:

- (i) Health institutions and hospitals;
- (ii) Educational trusts and Educational institutions, including Universities and
- (iii) Charitable institutions.

3. The Administration can build houses themselves or give loans to local bodies (Corporations, Municipalities, District Boards etc.) and other statutory bodies for construction of houses, which can be sold (either outright or on hire-purchase basis) or let out on a no-profit-no-loss basis, to persons, eligible, as per paragraph 1 above, for the benefits of the scheme, provided not more than 33½% of such houses are allocated by them to their own employees and the Central Government employees.

4. In cases where the local bodies are desirous of availing themselves of loan-facilities under the scheme for construction of houses exclusively for their low-paid staff, particularly sweepers and scavengers, a Union Administration may make available, to the local bodies, funds, to the extent of at least 7½% of its allocation under the scheme for the construction of such houses. The local bodies can also avail themselves of the subsidy, to the extent admissible from time to time under the schemes of the Union Ministry of Home affairs for amelioration of the living conditions of scheduled castes and Scheduled tribes, for the housing of sweepers and scavengers under their employment. The additional amount subsidy will result in reducing the loan amount admissible under the Low Income Group Housing Scheme and will not be adjusted towards the 20% share of the cost, which is required to be contributed by the local bodies from their own resources.

5. For the purpose of ascertaining the eligibility of a person for the benefit of the scheme, the per-

sonal income only of the borrower himself shall be taken into account, though, for determining his repaying capacity, the income, if any, of other members of his family may also be taken into account in addition to his own independent repaying capacity. A loan may be granted to a female applicant for the construction of a house on the plot owned by her on the security of her husband, provided he has not himself availed of a loan under any of the Housing schemes.

6. Applications for loan under the scheme should be made in the prescribed forms (Annexures 1 & 2) to the Union Administration in whose territorial jurisdiction the construction of the house/houses is contemplated and shall be addressed to the Secretary of such department, or any other officer, designated as such by the Union Administration concerned.

7. Loans will be given to the extent of 80% of the actual expenditure in each house, including cost of loan, subject to a maximum of Rs. 12,500/- per house. The remaining 20% of the expenditure on houses, including cost of land, will have to be borne by the applicant himself; the cost of land already in computing his share of 20%. The actual amount of loan which may be given to an applicant will be determined in each case, at the discretion of the Administration, keeping in view the repaying capacity of the applicant, the specifications and designs of the houses, proposed to be built, and any other relevant factors. The amount of loan will in no case exceed Rs. 12,500/- per house.

8. The loan will be advanced in stages, in the manner indicated below:—

(a) Where the applicant is already possessed of land.

- (i) 20% on execution of a mortgage-cum-surety bond in the prescribed form (Annexure-III),
- (ii) 50% when the construction reaches the plinth level stage; and
- (iii) 30% when the construction reaches the roof level stage and the essential services like water supply, street lighting, drainage, sewage and laying of roads etc. in the area/colony have been reasonably provided.

(b) Where the applicant is not possessed of land already:—

- (i) 20% on execution of an agreement-cum-surety bond in the prescribed form, (Annexure IV) for purchase of land;
- (ii) 20% on execution of the Mortgage-cum-surety bond, in the prescribed form (Annexure III) after land has been purchased;
- (iii) 30% when the construction of the house reaches the plinth level stage; and
- (iv) 30% when the construction reaches the roof level stage and the essential services like water supply, street lighting, drainage, sewage, and laying of roads etc. in the area / colony have been reasonably provided.

9. The loans may be advanced under the scheme on such rate of interest and for such period of repayment as may be fixed by the Government from time to time. The loans will carry interest from the date on which it is advanced. The repayment of the loan will commence from a date two years after the last instalments of loan is advanced, the one-year period of moratorium being added to the number of annual equated instalments of repayment for determining the total period of repayment and the rate of interest for that period. Interest on the different instalments of loan for the intervening period shall, however, be recovered in frequencies not exceeding one year.

10. The applicant shall complete the construction of the house by the end of the financial year, in which the first instalment of the loan is advanced, or by a specific date, as may be determined by the Government at the time of sanctioning the loan.

11. The applicant shall construct houses according to the specifications, designs, estimates and layouts, approved by the Government, and also by any local authority having jurisdiction in the matter.

12. The applicant shall execute an Agreement-cum-surety bond (Annexure IV) and / or Mortgage-cum-surety bond (Annexure III) in favour of the Government in the prescribed form.

13. If there is no substantial progress within 6 months after the date of advance of the instalments of loan, or if the progress made has no relation to the amount of money advanced; or if the applicant fails to observe these rules or the conditions governing the loan, the Government shall be at liberty either to withdraw or suitably curtail the loan.

14. The accommodation in each house, built under this scheme, shall not be less than 232 square feet of floor area and not more than 1200 square feet of floor area, and shall provide an independent W.C. / Latrine, with flush/ aquaprivy arrangement etc. and an independent bath-room.

15. The applicant shall utilise the amount advanced under the scheme for the purpose for which it is advanced and for no other purpose.

16. Except with the previous sanction in writing of the Government, the applicant shall not transfer, by way of sale, gift or mortgage, the land and the building erected on it, or any right or title or interest therein, till such time as the full amount of the loan and the interest has been repaid to the Government.

17. The applicant shall maintain a regular, accurate, separate and complete account of all expenses incurred and stock and materials purchased in connection with the construction of the said house and shall furnish such returns and information, as may be required by the Government from time to time, and shall allow any person or persons, authorised by the reasonable times, permit any person or persons, to inspect the building under construction and the building materials and stock, built or purchased with the aid of loan, advanced to him.

18. The borrower shall obtain insurance cover for an amount equal to the cost of construction of the

house, including the expenditure incurred on the cost of plinth, foundations and ground pavements. The house should ordinarily be insured against fire hazards only. He shall assign the policy to the Government and pay all premia for its renewal upto the time the loan with interest is fully repaid. He may, however, be permitted to deduct, at the time of the annual renewal of the insurance policy, an annual rebate of  $2\frac{1}{2}\%$  of the cost of the house towards depreciation from the value of the previous insurance policy.

20. The borrower may, at any time desired by him, repay the entire amount of loan (or balance of loan) along with interest due till the date of repayment at the rate at which the loan was originally sanctioned, in a lump-sum. He may also, at his option, alter the number and the quantum during the entire period of repayment of the loan. Any such option to be exercised by a borrower shall be for curtailment, and not for enhancement, of the period of repayment. The rate of interest on the outstanding balance of loan, after the total period of repayment, i.e. the period already elapsed plus the period in which the balance amount of the advance is proposed to be repaid. The rate and the amount of interest, recovered from the borrower, prior to the exercise of the option, will remain unaltered. A supplementary deed to be executed by the borrower, exercised such an option, is attached as Annexure V.

#### ANNEXURE I

##### Application for the Grant of Loan for House Building Purposes under the Low Income Group Housing Scheme

###### PART A

1. Name of the applicant (in block letters) .....
2. Name of father/husband .....
3. Age of the applicant (date of birth) .....
4. Full Address .....
5. (a) Occupation of the applicant (give full details) .....
- (b) Does the applicant belong to a Scheduled Caste/Scheduled Tribe, and if so, which .....
6. Annual income of the applicant
  - (a) Income for 12 months preceding the month in which the application is made and the source or sources from which it is derived .....
  - (b) Proof in support of this income .....
7. Applicant's present financial position:
  - (a) Brief particulars and value of immovable property, if any .....
  - (b) Brief particulars and value of movable property;
    - (I) Insurance policies (Surrender value) ...
    - (II) Govt. Securities .....
    - (III) Saving Certificates .....

- (c) Brief particulars and amount of undischarged debts .....
8. Amount of loan required .....
9. Number of family members and dependents with relationship to the applicant .....

Sr. No.	Name	Age	Relationship	Profession if any	Whether entirely dependent
1.					
2.					
3.					
4.					
5.					
6.					

###### PART B

10. Whether the applicant owns or holds any property in or outside ..... IN HIS/HER own name or in the name of his wife/husband or children? If so, give a detailed particulars of the property held.
 

Residential	.....
Other	.....
11. If the applicant owns a plot/pots of land in ..... the following details of ownership may be furnished of the plot/pots of land.
  - (a) Individual or partnership or/and joint family .....
  - (b) Registration number, date and .....
12. place of execution of deed.
  - (a) Other particulars of land.
    - (i) Location .....
    - (ii) Size .....
    - (iii) Purchase price/rent (in case of lease) as evaluated by an independent authority .....
    - (iv) Whether electricity, water supply, sewage facilities etc. are available for the plot? If not, are these available in the locality? .....
    - (v) Whether land is already encumbered in any way? .....
  13. If the applicant has no land.
    - (a) His any arrangement been made for the purchase of land? If so, give following particulars.
      - (i) Location .....
      - (ii) Size .....
      - (iii) Estimated cost of land .....
      - (iv) Whether electricity, water supply, sewage facilities etc. are available for the Plot? If not, are those available in the locality? .....

(b) (i) What would be the applicant's own investment for the purchase of land?  
 .....  
 (ii) How much of such investment would be met by raising loans, if any, from parties other than Government?  
 .....  
 13. (a) What is the accommodation proposed? (A plan for each floor should be attached).  
 .....  
 (b) What are the specifications of the materials to be used?  
 .....  
 (c) (i) What would be the applicant's own investment towards the cost of construction?  
 .....  
 (ii) How much of such investment would be met by raising loans, if any, from parties other than Government?  
 .....  
 14. Has the applicant or any member of his/her family previously received a loan from the Government under this or any other scheme for construction purposes? If so, when, what amount and under what conditions?  
 .....  
 15. Has the applicant taken any loan either from the Government or from the Rehabilitation Finance Administration or has signed as guarantor for the advance of a loan or had stood as surety for any Govt. loan? If so give detailed particulars in respect of each loan, i. e.  
 .....  
 (i) The date, account, the amount of loan, of interest and the stipulated period of repayment.  
 .....  
 (ii) Particulars of instalments paid.  
 .....  
 (iii) Whether applied for postponement of instalments of loan, etc.  
 .....  
 (iv) The assets, if any, given as security.  
 .....  
 16. Any other information considered appropriate or essential by the applicant.  
 .....

## PART C

17. Is the applicant member of a registered housing cooperative society?  
 If so,  
 (a) Name of Society.  
 .....  
 (b) Its Registration No. and particulars.  
 .....  
 (c) Its registered address.  
 .....  
 (d) The name and address of the office bearer who conducts business on its behalf.  
 .....  
 (e) Its composition — Number of members and certificate to the effect that they comprise persons earning not more than Rs. 7,200/- per annum each.  
 .....  
 (f) Site plan, specifications, designs, estimates and layouts of the proposed houses.  
 .....  
 18. Declaration by the applicant —  
 (a) I declare that the above information is correct —  
 .....  
 (b) I shall utilize the amount of loan towards the construc-

tion of the house under Low Income Group Housing Scheme and I or anybody on my behalf or any member of my family or any person on their behalf has not received any loan under this scheme or any other housing scheme.

(c) In case the loan or any part thereof is used for any purpose other than the construction of the house under the Low Income Group Housing Scheme, the whole loan shall become recoverable as arrears of Land Revenue.  
 .....  
 (d) I agree to hypothecate to Government lands, materials or houses purchased or constructed in connection with the scheme.  
 .....  
 (e) I agree to abide by the terms and conditions of the Low Income Group Housing Scheme and the Rules framed thereunder as amended from time to time.  
 .....

Signature or thumb impression of the applicant.

Date ...

## Certificate of Authority

to be signed by a M. P. or a Municipal councillor/Commissioner or a gazetted officer of Govt.)

I (name) ... of (address) ... certify that (name of applicant) ... is personally known to me and that to the best of my knowledge and belief the statements made in the application are correct.

Signature of witness.

Address:

Date ...

(To be signed in case the applicant is a member of a registered cooperative housing society).

We certify that the information furnished above by the applicant is correct to the best of our knowledge and belief.

Signatures.

President ...

Secretary ...

Seal of the Society with address.

Application for loan by a registered society running a health or educational institution or by a public trust or institution (including a university) under the Low Income Group Housing Scheme.

1. Name of the Society/Trust/institution.  
 .....
2. Its registered No. and particulars.  
 .....
3. Its registered address.  
 .....
4. The name and address of the office bearers/trustees who conduct business on its behalf.  
 .....
5. Number of employees, members and workers earning less than Rs. 7,200/- per annum.  
 .....
6. The number of houses proposed to be constructed.  
 .....
7. Number of families proposed to be accommodated.  
 .....
8. Areas of land in possession for the proposed construction and the nature of ownership over the land.  
 .....

9. If land is not in possession, is the applicant in a position to secure necessary land for above construction. If so, within what date and how? .....

10. Estimated cost of construction of the houses and cost of land. Give details regarding cost of construction, cost of land and number of families accommodated therein. .....

11. Site plan, building plan with specifications, designs, estimates and layout of the proposed houses. .....

12. The amount of loan required. .....

13. Is the applicant in a position to provide from its own funds 20/- of the cost of construction etc. .....

14. The number of houses proposed to be  
 (a) sold to employees outright or on hire-purchase basis. ....  
 (b) let out to eligible employees. ....

15. Rent which the applicant propose to charge from employees for each type of house. ....

16. Security that the applicant can offer for repayment of loan together with a valuation of the security offered by an independent authority and a certificate that the asset offered as security is not already encumbered. ....

17. (a) Copies of profit and loss (or income and expenditure) accounts and balance sheets for the last three years.  
 (b) The main sources of income and how it is proposed to repay the loan within the stipulated period. ....

18. Details of loan or loans taken from the Central Government or a State Government in the past, indicating the amount, purpose, Ministry or state from which loan was taken, rate of interest stipulated period of repayment, date of original loan and amount outstanding against the loan(s) on the date of the application and the assets, if any, given as security. ....

19. A complete list of all other loans outstanding on the date of application and the assets given as security against them. ....

I certify that the above information is correct.

Date: .....

(Signature)

(Designation)

### ANNEXURE III

#### Mortgage-cum-Surety bond

This Indenture is made this ... day of ... 196..., between ... hereinafter referred to as "the borrower" (Which expression shall unless excluded by any repugnant to the context include\* his heirs, executors, administrators and assigns/\*\* their successors and assigns) of the first part ... "the Surety" (Which expression shall unless excluded by or repugnant to the context include his heirs, executors, administrators and assigns) of the second part and the President of India, hereinafter called "the Government" (which expression shall unless excluded by or repugnant to the context include his successors and assigns) of the third part.

\* applicable to individuals.

\*\*applicable to cooperative societies, public institutions, etc.

Whereas the borrower is seized and possessed of or otherwise will and sufficiently entitled to the land, hereditaments and premises described in the Scheduled hereunder written free from all encumbrances.

And whereas the Government has sanctioned a loan of Rs. ... to the borrower under the Low Income Group Housing Scheme for the purpose of constructing a house/(s) on the said premises.

And whereas the Government has agreed to advance the said loan to the borrower on his agreeing to execute a mortgage of the premises in favour of the Government and on the surety guaranteeing the repayment by the borrower of the said loan with interest and all other moneys that may become due and payable to the Government under these presents in the manner hereinafter provide.

#### NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. The Government will advance the amount of the said loan of Rs. ... in ... instalments at the time and the manner following:

- (a) on the execution of this deed Rs. ...
- (b) on the completion of the house to plinth level Rs. ... and
- (c) on the completion of the house up to roof level Rs. ...

\*1. The Government will advance the amount of the said loan of Rs. ... in four instalments, at the time and in the manner following:

- (a) on the execution of an agreement-cum-surety bond Rs. ...
- (b) on the execution on of this deed Rs. ... The receipt of which sums of Rs. ... and Rs. ... the mortgagor hereby acknowledges;
- (c) on the completion of the house upto plinth level ... Rs. ... and
- (d) on the completion of the house upto roof level ... Rs. ...

\* Alternate clause, application in the case of borrowers, who have already executed the *«Agreement-cum-surety bond»*.

2. In consideration of the premises, the borrower with the Government to repay to the Government the full amount of the said loan of Rs. ... together with interest thereon in ... annual equated instalments. The repayment of the loan in the manner aforesaid shall commence from the date of the receipt by the borrower of the last instalment of the said loan provided always that simple interest on the amount of the said loan provided always that simple interest on the amount of the loan then remaining outstanding shall be paid by the borrower in frequencies not exceeding one year from the date of drawal of each instalment of the loan till the repayment of the said loan by annual equated instalments as hereinbefore mentioned commences provided further that in the event of the borrower committing a breach of any of the terms and conditions herein contained, the Government shall without prejudice to any other right or remedy available to it hereunder as well as in law be entitled to recover from the borrower interest on the said loan or the balance as then may be due at the rate of 8% per annum being the normal rate of interest payable by the borrower to the Government in respect of the said loan.

3. The borrower shall pay interest at the rate of 8% per annum provided always that if on the day on which the payment of interest ought to be made, the borrower, having complied with his/her/their obligations hereunder other than those relating to the payment of the full amount of the said loan shall pay interest to the Government on the said loan or part thereof remaining due and payable at the rate 5% per annum, the Government shall accept such payment in satisfaction of payment of interest at the rate hereinbefore mentioned.

4. If the borrower shall make default in punctual payment of the instalment either of the principal or interest or if the borrower shall become insolvent or if the borrower shall fail to observe or perform any of the those terms, conditioned and stipulations herein contained or the Low Income Group Housing Scheme and the rules regarding the grant of loan under the Low Income Group Housing Scheme framed by the Government and on his part to be observed and performed, then and in any such case the whole of the principal amount of the loan or so much thereof as shall then remain due and unpaid shall become payable forthwith to the Government with interest thereon at the rate of 8% per annum calculated from the date(s) of the payment by the Government of the respective instalments.

5. In further pursuance of the said agreement and for the consideration aforesaid and to secure repayment of the said loan and interest as shall at any time or times be due to the Government under the terms of those presents, the borrower doth hereby grant, convey, transfer and assure unto the Government all that piece or parcel of land or ground together with measurages, tenements or dwelling house hereafter to be erected thereon situate at ... and more particularly described in the said schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown as surrounded by boundary lines (hereinafter referred to as the premises) ... with all rights, covenants and appurtenances thereon belonging to HOLD the said premises unto and to the use of the Government absolutely for ever free from all encumbrances SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS and it is hereby agreed and declared that if the borrower shall pay to the Government the said principal sum and interest hereby secured in the manner herein provided and also other moneys if any by these presents herein provided and also other moneys, if any those presents payable by the borrower to the Government, then the Government will at any time thereafter upon the request and at the cost of the borrower recover the said premises, unto and to the use of the borrower or as he may direct.

6. If there shall be any breach by the borrower of any of the covenants and stipulations herein contained and on his part to be observed and performed or if the borrower shall become insolvent or go into liquidation before the mortgage debt shall have been fully paid off or if the mortgage debt becomes payable to the Government forthwith hereunder then and in any of such cases it shall be lawful for the Government to sell the said premises or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind or vary any contract for sale and to resell without being responsible for any loss or diminution which may be occasioned thereby and for the purposes aforesaid to execute and to do all such assurances and things for effecting any such sale as the Government shall think fit and the aforesaid power shall be deemed to be a power to sell the said mortgaged premises in default of payment of the mortgage debt without the intervention of the court within the meaning of Section 69 of the Transfer of property Act, 1882 AND IT IS HEREBY AGREED and declared that the receipt of the Government for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and from being concerned to see to the application or being answerable for any loss or misapplication thereof AND IT IS HEREBY further declared that the Government shall hold the moneys arise from any sale in pursuance of the aforesaid power upon trust in the first place thereout to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards the satisfaction of the money for the time being owing on the security of these presents and then to pay the surplus (if any) to the borrower.

7. For the consideration aforesaid and as further security for the repayment of the aforesaid loan and for the performance of the covenants herein contained the borrower hereby hypothecates all the building materials and articles purchased by the borrower for the construction of the said houses and any other building materials articles which may hereafter be purchased by the borrower for the construction thereof TO THE INTENT that all such building materials and articles shall remain and form additional security for the repayment to the Government of the mortgage debt in manner aforesaid PROVIDED THAT if there shall be any breach by the borrower of any of the covenants and stipulations on his part to be observed and performed or if the borrower shall commit default in those payment of any instalment of principal or interest due hereunder on the due dates hereinbefore mentioned or if the borrower becomes insolvent or goes into liquidation or if the mortgage debt becomes payable to Government, forthwith hereunder then and in any of such cases for the purpose of recovering any amount as may become due by the Government, the Government shall have power without the intervention of the court to take possession of the building materials and articles hereby hypothecated and sell or concurred with any other person in selling the same or any part thereof either together or in lots and either by public auction or by private contract subject to such conditions concerning title or other matter as the Government thinks fit with power to vary any contract for sale and to buy in at any auction or to rescind any contract for sale and to resell without being liable for any loss occasioned hereby and to realise the amount due to the Government from such sale proceeds after defraining the necessary expenses therefor.

8. The borrower hereby covenants with the Government as follows:—

- (a) The borrower shall utilise the amount of the loan hereunder for the purpose of the construction of a house/houses on the said premises and for no other purpose.
- (b) That the borrower now hath in himself good right/full power and lawful authority to grant convey transfer and assure the said premises unto the use of the Government in manner aforesaid.
- (c) That the borrower shall spend on the construction of the said house a minimum amount of Rs. ... representing twenty per cent of the cost of said land and the house erected thereon.
- (d) The borrower shall not without the previous sanction of the Government transfer the premises by way of sale, gift, mortgage or otherwise or any right, title or interest thereunder till such time as the whole amount of the loan and interest remains unpaid.
- (e) The borrower shall maintain regular and complete account of expenses incurred and of the stock and materials purchased in connection with the construction of the house and furnish such information to the Government as may be required from time to time allow any person or persons authorised by the Government to inspect such accounts.
- (f) The borrower shall permit any person or persons authorised by the Government to inspect the building under construction as also the building materials and stock.

\* (f) (1) The borrower shall maintain proper books of accounts of its affairs in the manner laid down in any enactment for the time being in force relating to keeping of books of account by the cooperative societies institutions etc., and shall, on demand, furnish to the Govt. such information, statements and particulars, as may be required by them, and shall allow the representatives of the Government to inspect its accounts books and other documents to verify such information, statements and particulars.

\* Additional clause, applicable in the case of borrowers other than individuals.

- (g) The borrower shall commence the construction of the house within two months from the date hereof and shall complete the same before the end of .....
- (h) The borrower shall from time to time and at all times during the continuance of these presents keep the said mortgaged premises and every part thereof in a good and substantial state of repair and working order and shall pay all revenue, ground rent, rates, taxes, and assessments present as well as future and all dues duties and outgoings whatsoever payable in respect of the same immediately they shall become due and payable and in case the borrower neglects to keep the said mortgaged premises or any part thereof in good and substantial repair and working order or to pay the revenue, ground rent, rates, taxes and assessments, dues, duties and outgoings as aforesaid, then and any such cases it shall be lawful for but not obligatory upon the Government to repair and keep in good and substantial repair and working order the said mortgaged premises or any part thereof and to pay any such revenue ground rent, taxes and assessments, dues duties and outgoings and all moneys costs charges and expenses of such repair and the paying of such revenue, ground rent, rates, taxes and assessments dues duties and outgoings shall be a charge upon the said mortgaged premises jointly with all principal moneys and interest hereby secured as if they had formed a part thereof.
- (i) The borrower shall from time to time and at all times during the continuance of these presents keep the said mortgaged premises insured against loss or damage by fire hazards in their full value to be determined by the Government in their sole discretion with the Life Insurance Corporation of India and shall assign the policy to the Government and shall pay all premia for renewal of such insurance one week before they shall become due and shall deliver to and leave with the Government all policies of such insurance and all receipts of premia therefore and all moneys to be received under such policies shall be upon trust for better securing to the Government the repayment of all moneys hereby secured and

subject thereto in trust for the borrower and that in case the borrower neglects to insure and to keep insured the mortgaged premises aforesaid and pay the renewal premia therefor in the manner aforesaid then and in any of such cases it shall be lawful for but not obligatory, upon the Government, to insure and keep insured the said premises in their full value or any less sum and for such time as the Government shall think proper and to pay the renewal premia therefor and all moneys, premia, costs and charges of the making and continuing of such insurance by the Government as aforesaid and payment of the renewal premia therefor shall be a charge upon the mortgaged premises jointly with all principal moneys and interest hereby secured as if they had formed a part thereof and further that all sums of moneys received under or by virtue of any such insurance aforesaid shall at the option of the Govt. either be forthwith applied to the extent of the money received in or towards substantially rebuilding, reinstating and repairing the said mortgaged premises or in or towards the payment of the said principal sum and interest and other moneys for the time being remaining due under the security of these presents.

\* Strike out whichever is not applicable.

9. And in consideration of the said advance, the surety both hereby guarantee to the Government that the borrower shall duly observe and perform the several terms and conditions herein contained and shall repay the said loan of Rs. ... together with interest agreed to be paid thereon as aforesaid and the surety doth by further irrevocably guarantee and undertake that if the borrower commits any default in observance of any of the terms and conditions herein contained or if the said loan or any part thereof then remaining due shall become payable forthwith to the Government, the surety shall on demand and without any demur pay to the Government, the said amount of the loan of Rs. ... together with accrued interest thereon or such part thereof as may then remain due and payable and the security further undertakes to indemnify and keep indemnified the Government against any loss or damage caused to or suffered by the Government by reason of any breach by the borrower of the terms and conditions herein contained and on his part to be observed and performed and the decision of the Government as to whether the borrower has failed or neglected to observe any of the terms and conditions herein contained and as to the amount payable by the surety to the Government hereunder shall be final and binding on the surety.

The surety further agrees that the guarantee herein contained shall remain in full force and effect until the entire amount of the said loan is repaid to the Government by the borrower; provided always that the liability of the surety hereunder shall cease when the Government are satisfied that the house has been completed according to the approved plans and have given a certificate to that effect on his applying for the same.

10. And it is hereby agreed and declared that the Government shall have the fullest liberty without effecting the guarantee to postpone for any time and from time to time any of the powers exercisable by it against the borrower either under those presents or otherwise and either to enforce or forbear any of the terms and conditions herein contained and the surety shall not be released from his liability by any exercise by the Government of the liberty with reference to the matters aforesaid by reason of time being given to the borrower or any other forbearance act or omission on the part of the Government or any indulgence by the Government to the borrower or by any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of so releasing the surety from his such liability.

- Schedule of the property

In witness whereof the parties hereto have executed these presents the day and the year herein above written.

Signed and delivered by the  
within named borrower in  
the presence of

(Signature of the borrower)

(1) ...  
(2) ...

Signed and delivered by the  
within named surety in the  
presence of

(Signature of the surety)

(1) ...  
(2) ...

Signed and delivered by ...  
for and on behalf of the  
President of India, in the  
presence of

(Signature)

(1) ...  
(2) ...

ANNEXURE IV

Agreement-cum-surety bond to be executed by the borrowers before drawing the first instalment of loan under the Low Income Group Housing Scheme, for purchase of land.

THIS INDENTURE MADE THIS ... day of ... one thousand nine hundred and ... between ... son of ... at present a\* ... and residing at ... (hereinafter called 'the Borrower' which expression shall unless excluded by or repugnant to the subject or content include his heirs, executors, legal representatives and administrators) of the first part, ... son of ... and residing at ... (hereinafter called 'the surety' which expression, shall, unless excluded by or repugnant to the context, include the his heirs, executors, administrators and assigns) of the second part and the President of India (hereinafter called 'the Government', which expression shall unless excluded by or repugnant to the subject or context include his successors in office and assigns) of the third part. WHEREAS the borrower desires to purchase land described in the schedule hereunder written for the purpose of constructing a house thereon and WHEREAS the borrower has under the provision of the rules framed by the Government of India, to regulate the grant of loans under the Low Income Group Housing Scheme to individuals (hereinafter referred to as the said rules which expression shall where the context so admits, include any amendment thereof or addition thereto for the time being in force) complied to the Government for a loan of Rs. ... and the Government has sanctioned a loan of Rs. ... to the borrower vide ... Administrator's letter No. ... dated ... a copy of which is annexed to these presents for the purpose aforesaid on the terms and conditions set forth therein. AND WHEREAS the Government has agreed to advance the said loan to the borrower on he agreeing to execute an agreement in favour of the Government and on the surety guaranteeing repayment by the borrower of the said loan with interest and all other moneys that may become payable to the Government under these presents till the Borrower purchased the land and executes a Mortgage cum-surety bond in respect of the said land in favour of the Government.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:—

1. The Government shall advance the said amount to the borrower as follows:—

- (a) On the execution of this deed ... Rs.
- (b) on the execution of the prescribed Mortgage-cum-surety bond, after the borrower has purchased land ... Rs.
- (c) On the construction of the house reaching the plinth-level Rs. ...
- (d) On the completion of the house upto roof level Rs. ....

Total Rs.

2. The borrower shall repay to the Government, the said amount with interest calculated in accordance with the said rules for the time being in force in ... annual equated of Rs. ... each, the first of such instalments of repayment falling due two years after the date; on which the last instalment of loan is paid to the borrower. The borrower shall however pay simple interest at 8 per cent, per annum PROVIDED HOWEVER if the Borrower makes payment regularly and not commits any default the Government may agree to accept interest on the said sum of Rs. ... or part thereof then remaining due and payable at the reduced rate of ... per cent., in lieu of the interest mentioned before, on each instalment of the said amount in frequencies not exceeding a year from

the date of drawal of each instalment till the repayment of the said loan by annual equated instalment, as hereinbefore mentioned, commences.

3. (a) Within two months from the date of the receipt of the aforesaid amount of Rs. ... (Rupees ...) out of the said loan, the borrower shall expend the aforesaid amount in the purchase of land and shall produce for inspection of the Government the sale deed in respect thereof failing which the Borrower shall refund forthwith the amount received by him from the Government to the Government together with interest thereon.

(b) The borrower shall complete construction of the said house by the 31st March ... strictly in accordance with the approved plan and specifications on the basis of which the amount of advance has been computed and sanctioned or within such extended period as may be laid down by the Government.

4. If the actual amount paid for the purchase of land is less than the amount received under these presents by the Borrower he shall forthwith repay the difference to the Government.

5. The borrower shall execute a mortgage-cum-surety bond mortgaging the said land along with the house to be built thereon to the Government as security for the amount advanced to the borrower under these presents as also for the interest payable for the said amount in the form provided by the said rules.

6. AND IT IS HEREBY AGREED AND DECLARED THAT if the land is not purchased (and the sale deed therefor not produced for inspection of the Government within two months of the date of drawal of the part of the loan for that purpose) or if the borrower fails to complete the construction of the said house as hereinbefore agreed, or if the borrower becomes insolvent or dies, or fails to observe and perform any of the terms and conditions of this agreement or fails to observe the rules governing the grant of loan under the Low Income Group Housing Scheme, the whole amount of the loan together with the interest accruing thereon shall immediately become due and payable to the Government.

7. And in consideration of the said advance, the surety doth hereby guarantee to the Government that the Borrower shall duly observe and perform the several terms and conditions herein contained and shall repay the said loan of Rs. ... together with interest agreed to be paid thereon as aforesaid and the surety doth hereby further irrevocably guarantee and undertake that if the Borrower commits any default in observance of any of the terms and conditions herein contained or if the said loan or any part thereof then remaining due shall become payable forthwith to the Government, the surety shall on demand and without any demur pay to the Government the said amount of the loan of Rs. ... together with accrued interest thereon or such part thereof as may then remain due and payable and the surety further undertakes to indemnify and keep indemnified the Government against any loss or damage caused to or suffered by the Government by reason of any breach of the Borrower of the terms and conditions herein contained and on his part to be observed and performed and the decision of the Government as to whether the Borrower has failed or neglected to observe any of the terms and conditions herein contained and as to the amount payable by the surety to the Government hereunder shall be final and binding on the surety.

The surety further agrees that the guarantee herein contained shall remain in full force and effect until the entire amount of the said loan is repaid to the Government by the borrower.

Provided always that the liability of the surety hereunder shall cease when the Borrower has purchased the land and has executed the Mortgage-cum-surety bond in respect of the said land in favour of the Government.

8. And it is hereby agreed and declared that the Government shall have the fullest liberty without effecting the guarantee to postpone for the time and from time to time any of the powers exercisable by it against the Borrower either under those presents or otherwise and either to enforce or forbear any of the terms and conditions herein contained and the Surety shall not be released from his liability by any exercise by the Government of liberty with reference to the matters aforesaid or by reason of time being given to the Borrower or borebearance, lassation, omission on the part of the Govt. or any indulgence by the Govt. to the borrower or by any other matter or thing whatsoever which under the law

relating to sureties would but for this provision have the effect of so releasing the Surety from his such liability.

IN WITNESS WHEREOF the parties hereto have executed these presents the day and the year herein above written.

The Schedule above referred to.

Signed by the within named  
borrower, in the presence of; Signature of the Borrower

1 ...

2 ...

Signed by the within named  
surety, in the presence of; Signature of the Surety

1 ...

2 ...

Signed by ... for and on behalf of the President of India,  
in the presence of: ---

...  
Signature

1 ...

2 ...

#### ANNEXURE V

##### Supplementary Deed

This indenture made this ... day of ... (month) one thousand nine hundred and sixty ... BETWEEN hereinafter called "the Borrower" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors and legal representatives) of the first part; ... (hereunder called "the surety" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors and representatives) of the second part AND the President of India (hereinafter called "the Government" which expression shall unless excluded by or repugnant to the context be deemed to include his successors and assigns) of the third part is SUPPLEMENTAL to the Indenture dated the ... day of ... between the same parties as are parties hereto hereinafter called the "Principal Deed".

Whereas the Borrower obtained a loan of Rs. ... (in words) repayable with interest at ...% per annum by mortgaging the properties mentioned in the Schedule to the Principal Deed and upon the Surety guaranteeing re-payment by the Borrower of the said loan with interest and all moneys that may become due and payable to the Government.

AND WHEREAS the balance of the loan outstanding on the date of these presents is Rs. ...

AND WHEREAS the Government has agreed at the request of the Borrower to treat the said sum of Rs. ... (state the amount of the balance outstanding) as a fresh loan.

AND WHEREAS the Borrower is desirous of repaying the said sum of Rs. ... (balance outstanding) in ... number of annual equated instalments instead of ... number of annual instalments provided in the said principal Deed with interest thereon at the rate prescribed for the total period for which the loan is outstanding after taking into account the period during which the original terms of repayment continued.

AND WHEREAS the Government is agreeable to accept repayment of the said sum of Rs. ... in the manner herein stated.

NOW THIS INDENTURE WITNESSETH and it is hereby mutually agreed and declared by and between the parties as follows:

The Borrower covenants to repay the said sum of Rs. ... (balance outstanding) in .... (number) annual equated instalments, together with interest at 8 per cent, per annum PROVIDED HOWEVER if the Borrower makes payment regularly and not commits any default, the Government may agree to accept interest on the said sum of Rs. ... or part thereof then remaining due and payable at the reduced rate of Rs. ... per cent, per annum, in lieu of the interest mentioned before.

AND subject as aforesaid the Principal Deed shall remain in full force and effect.

IN WITNESS WHEREOF those presents were executed by the parties hereto the day, month and year first above written.

Signed by ... (Borrower) in the presence of

1. ...
2. ...

Signed by ... (Surety) in the presence of

1. ...
2. ...

Signed by ... for and on behalf of the President of India (an officer authorised under Art. 299 (1) of the Constitution of India) in the presence of

1. ...
2. ...

◆◆◆

Labour and Information Department

Mormugao Port Trust

**Notification**

MPT/IGA/(E.806-I)/68

As required under Section 124(2) of the Major Port Trusts Act, 1963, the following amendments to the Mormugao Port Employees' (General Provident Fund) Regulations, 1964 and the Mormugao Port Employees' (Contributory Provident Fund) Regulations, 1965, adopted by the Board of Trustees are hereby published.

**Amendments to the Mormugao Port Employees' (General Provident Fund) Regulations, 1964**

I — Substitute the following for the first proviso to Clause (a) of sub-regulation (1) of regulation 8 of the Mormugao Port Employees' (General Provident Fund) Regulations, 1964: —

"Provided that a subscriber may, at his option, not subscribe during leave, which either does not carry any leave salary or carries leave salary equal to or less than half pay or half average pay".

II — Substitute the following for the Clause (b) of sub-regulation (1) of regulation 8 of the Mormugao Port Employees' (General Provident Fund) Regulations, 1964: —

"A subscriber shall intimate in writing his election not to subscribe during leave referred to in the first proviso to clause (a) above, to the Accounts Officer. Failure to make due and timely intimation, shall be deemed to constitute

an election to subscribe. The option of a subscriber intimated under this clause shall be final".

III — In sub-regulation (2) of regulation 14 of the Mormugao Port Employees' (General Provident Fund) Regulations, 1964 for the words and figures "other than leave on average pay or earned leave of less than one month or 30 days' duration", the following shall be substituted: —

"Which either does not carry any leave salary or carries leave salary equal to or less than half pay or half average pay".

**Amendments to the Mormugao Port Employees' (Contributory Provident Fund) Regulations, 1965**

I — Substitute the following for sub-regulation (2) of regulation 7 of the Mormugao Port Employees' (Contributory Provident Fund) Regulations, 1965: —

"A subscriber may, at his option, not subscribe during leave which either does not carry any leave salary or carries leave salary equal to or less than half pay or half average pay".

II — Substitute the following for sub-regulation (3) of regulation 7 of the Mormugao Port Employees' (Contributory Provident Fund) Regulations, 1965: —

"The subscriber shall intimate in writing his election not to subscribe during leave referred to in sub-regulation (2) above to the Accounts Officer. Failure to make due and timely intimation shall be deemed to constitute an election to subscribe. The option of the subscriber intimated under this sub-regulation shall be final".

III — In sub-regulation (2) of regulation 14 of the Mormugao Port employees' (Contributory Provident Fund) Regulations, 1965, for the words and figures, "other than leave on average pay or earned leave of less than one month or 30 days' duration", the following words shall be substituted: —

"Which either does not carry any leave salary or carries leave salary equal to or less than half pay or half average pay".

By order,

*Shivakumar Dhindaw*  
Secretary

Mormugao, 31st July, 1968.

(2nd time)